

INFORMATION BROCHURE FOR
WESTIN HILLS REPLAT SEVEN TOWNHOME OWNERS ASSOCIATION

Organizational Structure

The Association will be managed by a Board of Directors composed of three Directors, who need not be members of the Association.

Membership and Voting Rights

The membership of the Westin Hills Replat Seven Townhome Owners Association (hereinafter "the Association") will be composed of every owner of a Lot which is subject by covenants or record to assessment by the Association.

The Association shall have two classes of voting membership:

Class A. Class A members shall all be Owners, with the exception of the Declarant of the Covenant, Conditions and Restrictions (hereinafter "the Declarant"), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. On June 1, 2004.

Annexation, Merger and Dissolution

Annexation. Additional residential property may be annexed to the Properties by Village Homes, L.L.C., its successors or assigns, or with consent of two-thirds (2/3) of the members of the Association.

Merger. The Association has the power to merge and consolidate with other nonprofit corporations organized for the same purposes, provided that any merger or consolidation shall have the assent of Village Homes, L.L.C., its successors or assigns, or two-thirds (2/3) of the members of the Association.

Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Assessments

Maximum amount and initial amount of assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Two Hundred Sixty dollars (\$1,260.00) per Lot. For the purposes of determining the amount of the maximum annual assessment, any assessments or charges levied pursuant to Article III, Section 7 and Article IV, Section 2 of the Declaration of Covenants, Conditions and Restrictions shall not be included. Assessments shall be paid pro-rata by the Owners of all Lots based upon the total number of Lots, however, vacant Lots shall not be assessed but shall be maintained by the Owners.

Assessment lien. Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Method of enforcement. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest at the maximum rate allowed by law. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Lot.

Method of changing maximum assessment. The maximum assessment may be increased not more than 5% above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Common Property

Common Area owned by the Association will include streets, street lights and an underground sprinkler system.

Services

The Association will provide service for the following: streets and street lighting, lawn care, including mowing, fertilizing and trimming, snow removal of driveways, front sidewalks, front stoops and front steps, trash service, maintenance of any mailboxes and operation and maintenance of an underground sprinkler system as more fully provided in the Declaration of Covenants, Conditions and Restrictions.

Exterior Maintenance

The Association will provide exterior maintenance, as more fully provided in the Declaration of Covenants, Conditions and Restrictions, if needed and the costs of such maintenance shall be assessed against the Lot on which the maintenance is performed.

Architectural Control

No fence shall be commenced, erected or maintained upon the Properties, except those erected by the Developer. No exterior painting shall be commenced upon the Properties except such painting as shall be approved by the Association. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plantings, by the Board of Directors of the Association, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, the plans and specifications of which have been approved by the Declarant.